

REMARKS

Summary of Office Action

Claims 1-12 were pending in the application.

Claims 1-12 were rejected in the Office Action.

Claims 1-4 were rejected under 35 U.S.C. § 102(e) as being unpatentable over U.S. Patent No. 7,017,171 ("Horlander").

Claims 5-12 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Horlander in view of U.S. Patent No. 6,381,747 ("Wonfor").

Summary of Applicants' Reply

Applicants submit that the 35 U.S.C. §§ 102(e) and 103(a) rejections of claims 1-12 are improper.

Applicants cancel claims 1-4 without prejudice. Claims 5-12 are pending in the application. The Examiner's objections and rejections are respectfully traversed.

Reply to the § 102(e) Rejections

Claims 1-4 were rejected under 35 U.S.C. § 102(e) as being unpatentable over Horlander et al.

Although applicants respectfully disagree with the rejection, in the interest of expediting allowance of this case, applicants cancel claims 1-4 herein without prejudice. Applicants reserve the right, if necessary, to show in later proceedings that these claims are directed towards patentable subject matter.

Reply to the § 103(a) Rejections

Claims 5-12 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Horlander in view of Wonfor. Independent claims 5, 7 and 9 are directed to interactive program guide systems and a method therefor that, among other things, record copy protected programs by first "removing the copy protection from the selected program." As discussed below, even if it were proper to combine Horlander and Wonfor, which is not conceded, the combination lacks at least this element of applicant's claims. Accordingly, a prima facie case of obviousness has not been met and the rejection should be withdrawn.

Horlander describes a system for interfacing between consumer electronic devices that is capable of checking and updating copyright information for a program. The office action concedes at p. 4 that "Horlander fails to explicitly disclose means for ... removing the copy protection from the selected program," relying upon Wonfor to fill this deficiency. Wonfor, however, does not disclose such a feature. Instead, Wonfor discloses conditionally *applying* copy protection to PPV programs for recording:

The copy protection process is applied to the analog video signal just prior to its exiting the consumer's set-top box. The application of the copy protection process is controlled and managed by system control/access software of the system control software that resides in the video service provider's operations control and billing center. (Wonfor, col. 3, ll. 32-37)

When delivering a program to a user for recording, according to Wonfor, "the copy protection process is turned 'off'". (Wonfor, col. 11, ll. 58-59). This means that a

program for recording is transmitted as is, without the copy protection process applied.


The office action at p. 4 cites a section of Wonfor as teaching removing copy protection from a selected program. (See Wonfor, col. 7, l. 60 to col. 8, l. 8). This section of Wonfor relates to authorization for and access to a copy protection control system (CPCS) that is used to apply or remove the copy protection process. (Wonfor, col. 7, ll. 60-61). When reading this section of Wonfor in view of Wonfor's teachings as a whole, it is clear that it describes using the CPCS for turning on or off the copy protection process, and does not relate to removing copy protection from the program. Removal of a copy protection process in Wonfor means that the copy protection process is not applied to a program being delivered for recording.

Thus, for at least the reasons discussed above, it is submitted that independent claims 5, 7, 9, and 11 are allowable. Dependent claims 6, 8, 10, and 12 are also allowable for at least the same reasons.

Conclusion

For at least the foregoing reasons, claims 5-12 are allowable. Reconsideration and allowance are accordingly respectfully requested.

Respectfully submitted,



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